RECORDATION NO. 2660 FILED

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4-13 PM

SURFACE TRANSPORTATION BOARD

Law Offices of
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600 Baltimore Avenue
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Towson, MD 21204
(202) 466-6532
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October 6, 2006

Honorable Vernon A. Williams Secretary Surface Transportation Board Washington, DC 20423

Dear Secretary Williams:

I have enclosed for efiling the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Assignment of Lease, a primary document, dated as of September 28, 2006. We request that this document be given the next available recordation number.

The names and addresses of the parties to the Memorandum of Assignment of Lease are:

#### Assignor:

General Electric Railcar Services Corporation 161 North Clark Street, 7<sup>th</sup> Floor Chicago, IL 60601

#### Assignee:

LaSalle National Leasing Corporation One West Pennsylvania Ave. Suite 1000 Towson, MD 21204

A description of the equipment covered by the Memorandum of Assignment of Lease consists of 630 covered hopper cars numbered CTRN 100075, 100079, 100082, 100084, 100090, 100092, 100096, 100097, 100106, 100107, 100110, 100117, 100118, 100120, 100124, 100125, 100128, 100129, 100130, 100133, 100135, 100137, 100138, 100140, 100143, 100145, 100146, 100147, 100148, 100149, 100152, 100153, 100154, 100155, 100158, 100159, 100162, 100164, 100175, 100177, 100178, 100179, 100180, 100181, 100182, 100183, 100186, 100187, 100188, 100190-100200, 100202, 100203,

Honorable Vernon A. Williams October 6, 2006 Page 2

100204, 100207, 100208, 100210, 100213, 100214, 100216, 100218, 100219, 100223, 100225, 100226, 100228, 100229, 100230, 100231, 100232, 100234, 100235, 100236, 100239, 100241, 100243, 100244, 100246, 100247, 100249-100256, 100258, 100260, 100261, 100262, 100263, 100264, 100268, 100269, 100270, 100271, 100272, 100274, 100276, 100277, 100278, 100279, 100280, 100285, 100286, 100287, 100291, 100293, 100296, 100300, 100304, 100305, 100310, 100311, 100312, 100314, 100317, 100318, 100319, 100320, 100323, 100324, 100331, 100332, 100335, 100337, 100339, 100340, 100345, 100346, 100347, 100348, 100350, 100351, 100352, 100353, 100359, 100360, 100361, 100362, 100364, 100365, 100366, 100369, 100371, 100373, 100376, 100378, 100379, 100381, 100382, 100383, 100384, 100386, 100387, 100388, 100389, 100390, 100392, 100393, 100395, 100396, 100397, 100399, 100402, 100404, 100405, 100407, 100408, 100409, 100410, 100412, 100413, 100415, 100416, 100420, 100422, 100425, 100426, 100427, 100429, 100432, 100437, 100439, 100443, 100444, 100445, 100449, 100451, 100452, 100453, 100455, 100456, 100458, 100459, 100461, 100462, 100463, 100464, 100465, 100467, 100468, 100469, 100470, 100471, 100472, 100474-100481, 100483, 100486, 100487, 100489, 100490, 100492, 100493, 100494, 100495, 100497, 100498, 100500, 100503, 100505, 100506, 100507, 100509, 100511, 100512, 100517, 100518, 100520, 100521, 100522, 100524, 100526, 100530, 100531, 100532, 100534, 100537, 100538, 100540, 100542, 100544, 100547, 100549, 100551, 100552, 100553, 100555, 100556, 100558, 100561, 100562, 100563, 100564, 100567, 100568, 100569, 100571, 100572, 100573, 100576, 100577, 100579, 100581-100587, 100591, 100592, 100594, 100596, 100597, 100598, 100600, 100601, 100604, 100605, 100607, 100608, 100609, 100611, 100613, 100614, 100616, 100619, 100623, 100626, 100628, 100631, 100633, 100634, 100637, 100639, 100640, 100643, 100645, 100650, 100651, 100652, 100656, 100657, 100659, 100664, 100665, 100666, 100667, 100669, 100671, 100672, 100679, 100680, 100683, 100684, 100685, 100687, 100690, 100691, 100692, 100694, 100695, 100698, 100701-100722, 100724-100735, 100737-100771, 100773-100843, 100845, 100846, 100847, 100848, 100850-100860, 100862-100909, 100911-100931, 100933, 100934, 100935, 100937-100958, 100960-100967, and 100969-101000.

A fee of \$34.00 is enclosed. Please return one copy to:

Louis E. Gitomer 600 Baltimore Avenue, Suite 301 Towson, MD 21204

A short summary of the document to appear in the index follows: a Memorandum of Assignment of Lease between General Electric Railcar Services Corporation, 161 North Clark Street, 7th Floor, Chicago, IL 60601, and LaSalle National Leasing Corporation, One West Pennsylvania Ave., Suite 1000, Towson, MD 21204, covering 630 covered hopper cars numbered CTRN 100075, 100079, 100082, 100084, 100090, 100092, 100096, 100097, 100106, 100107, 100110, 100117, 100118, 100120, 100124,

Honorable Vernon A. Williams October 6, 2006 Page 3

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Very Truly Your

Louis E. Gitomer

Enclosures

## MEMORANDUM OF ASSIGNMENT OF LEASE OCT 0 6 '06

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SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF ASSIGNMENT OF LEASE dated as of this 28" day of September, 2006, is made by GENERAL ELECTRIC RAILCAR SERVICES CORPORATION, a Delaware corporation, with an address at 161 North Clark Street, 7th Floor, Chicago, Illinois 60601 (the "Transferor"), and LASALLE NATIONAL LEASING CORPORATION, a Delaware corporation, with an address at One West Pennsylvania Avenue, Suite 1000, Towson, Maryland 21204 (the "Transferee" and, together with the Transferor, the "Parties").

#### KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Transferor, as lessor, and Union Pacific Railroad Company (the "Lessee"), as lessee, previously entered into that certain Rider No. 22, dated as of September 1, 2006 (the "Rider") which incorporates by reference the terms and conditions of that certain Rail Car Net Lease Agreement No. 8068-01, dated as of February 2, 1996 (the "Agreement", and the Rider, as it incorporates the terms and conditions of the Agreement, the "Lease") between Transferor and Lessee (as successor in interest to Southern Pacific Railroad Company). A copy of the Lease is attached hereto as <u>Schedule 1</u>. Pursuant to the Lease, Transferor leased to Lessee 630 railcars identified on <u>Schedule 2</u> attached hereto (the "Equipment").

WHEREAS, pursuant to an Assignment Agreement dated as of September 29, 2006 between Transferor and Transferee (the "Purchase Agreement"), Transferor agreed to sell the Equipment to Transferee and to assign to Transferee the rights, title, interest and obligations of Transferor in, to and under the (i) Rider and (ii) to the extent related thereto and incorporated therein, the Agreement; in each case arising after the date hereof, and Transferee agreed to purchase the Equipment and agreed to such assignment.

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid sale and assignment, and the respective interests therein of the Parties.

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Assignment of Lease with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a). In the event of any conflict between the provisions of this Memorandum of Assignment of Lease and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

This Memorandum may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

[signature page to follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Assignment of Lease to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferor. I further declare that the foregoing is true and correct.

## GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

CORCORATION	
By:  Name:  Name:  Name:  President	
STATE OF ILLINOIS )	
COUNTY OF COOK )	
signed this histrantiem, who acknowledged	b, before me appeared, the person who d that (s)he is the <u>vice Resident</u> of General Electric and duly authorized, (s)he signed such instrument as a
[Seal] "OFFICIAL SEAL" Katharina R. Bastian Sotary Public, State of Illinois by Communication 10/26/2006	Notary Public Post
My commission expires:	·

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Transferee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Transferee. I further declare that the foregoing is true and correct.

#### LASALLE NATIONAL LEASING CORPORATION

100	
By: 1 Dersch	
Name: THOMAS M. JASCHIK	
Title: GROUP SENIOR MCE PRESIDENT	
STATE OF MARYLAND )	
) ss.	·
COUNTY OF BALTIMORE)	•
On this 200 day of September, 2006, before me appeared 11 must signed this instrument, who acknowledged that (s)he is the 120 5 NATIONAL LEASING CORPORATION and that, being duly authorized instrument as a free act on behalf of said corporation.	AL OF PASATTE
[Seal] Notary Public	A ROLL HOLD
My commission expires:	O TARY
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#### GENERAL ELECTRIC RAILCAR SERVICES CORPORATION RAIL CAR NET LEASE AGREEMENT 8068-01

This Agreement dated as of February 2, 1996, by and between GENERAL ELECTRIC RAILCAR SERVICES CORPORATION, a Delaware corporation (herein called "Lessor"), and SOUTHERN PACIFIC TRANSPORTATION COMPANY, with its principal place of business at One Market Plaza, San Francisco, CA 94105 (hereinafter called "Lessee"),

#### WITNESSETH:

- 1. Lease. Lessor agrees to furnish and lease to Lessee, and Lessee agrees to accept and use upon the terms and conditions herein set forth, the cars covered by the riders attached hereto and such additional riders as may be added hereto from time to time by agreement of the parties, and any and all other cars delivered to and accepted by Lessee. Each such rider shall set forth the number of cars, the specific commodity to be carried therein or thereon, the rental rate, term of use, car numbers, and other pertinent information that may be desired by both parties. All cars leased pursuant to such riders, or otherwise delivered to and accepted by Lessee, are subject to the terms of this Agreement.
- 2. <u>Delivery and Use</u>. Lessor agrees to deliver the cars to Lessee and Lessee agrees to accept delivery of the cars at a location mutually acceptable to Lessor and Lessee as designated in the applicable rider. Lessor's obligation as to such delivery shall be subject to all delays resulting from causes beyond its reasonable control. None of the cars shall be shipped beyond the boundaries of the United States, Canada or Mexico except with the prior written consent of Lessor. No more than 25% of the cars leased on each rider can be used in Mexico at any given time and not for more than 25% of the time during any given year.
- 3. Rent. Lessee agrees to pay the rental charges with respect to each of the cars from the date of delivery thereof and until such car is returned to and accepted by Lessor. Such rental charges shall be paid to Lessor at its principal office, 33 West Monroe Street, Chicago, Illinois 60603, in advance on the first day of each month, prorating, however, any period which is less than a full month based upon invoicing prepared by Lessor and delivered to Lessee.
- 4. <u>Inspection and Acceptance</u>. Each of the cars shall be subject to Lessee's inspection upon delivery to Lessee as evidenced by an executed certificate of acceptance. Failure to report any defect in the car within a reasonable time after delivery of the car (not to exceed 15 days) or the loading of such car by Lessee or at its direction shall constitute acceptance thereof by Lessee, and shall be conclusive evidence of the fit and suitable condition thereof for the purpose of transporting the commodities then and thereafter loaded therein or thereon.
- 5. Record Keeping. Lessee agrees to promptly furnish Lessor with records, upon request, including dates received, dates accepted, dates loaded and shipped, commodity,

Ithusersliobisp4.agr February 7, 1996 destination, and full junction routing, and other information which Lessee may have and receive from other railroad companies or other sources which may reasonably be required by Lessor.

- 6. <u>Empty Movement</u>. If Lessor is required to make any payments to another railroad company because of the empty movement of any of the cars while they are in Lessee's service, Lessee agrees to reimburse Lessor for such payments.
- Maintenance. (a) With respect to car(s), Lessee is designated to perform or cause to be performed maintenance. The Lessee at its own expense will maintain and keep each car (including any parts installed or replacements made to any car and considered an addition hereunder) which is subject to this Agreement (i) in good operating order, repair, appearance and condition, reasonable wear and tear excepted, (ii) in compliance with all laws, rules and regulations applicable where cars are operated, (iii) empty as required to be ready for load, and (iv) acceptable for unrestricted railroad interchange in the hands of the Lessee or Lessor, in accordance with the interchange rules ("Interchange Rules") of the Association of American Railroads ("AAR") and the rules and regulations of the Federal Railway Administration ("FRA"), to the extent such rules are applicable. Except for alterations or changes required by law, the Lessee shall not, without the prior written approval of Lessor (which approval shall not be unreasonably withheld), effect any permanent structural change in the design, construction or body of the cars or appurtenances thereto. Any parts, replacements or additions made to any car are deemed accessions to such car and title thereto shall immediately vest in Lessor. In the event that Lessor performs any repair work for Lessee at Lessee's request at mutually agreed upon rates, all sums due Lessor for such repair work shall be payable upon invoice in addition to the rent hereunder, "Repair Work" is defined as all repairs, maintenance, modifications, additions or replacements required to keep and maintain the cars in good working order and repair in accordance with the Interchange Rules, as amended from time to time, and all preventive maintenance necessary to keep and maintain the cars in good working order and repair. Lessor has the right to inspect the cars at any time during normal business hours to ensure that they are in compliance with AAR regulations, provided that such inspection does not interrupt or delay normal movement of the cars. Lessor shall execute Lessee's standard form of Contract Right of Entry prior to entering upon Lessee's property for purposes of any such inspection.
- (b) Lessee agrees that the cars will be used only in accordance with Interchange Rules and applicable industry standards. If any of the cars, or the fittings, appliances or appurtenances thereto, shall be damaged, ordinary wear and tear excepted, or destroyed either as a result of the acts of any of Lessee's or any permitted sublessee's employees, agents or customers or from any commodity or other material loaded therein or thereon or because of such persons' use of any car in violation of this Agreement, Lessee agrees to assume financial responsibility for such damage or destruction.
- (c) It is understood that any damage sustained to the car(s) during or at the end of the lease term, beyond normal wear and tear, which may compromise the structural integrity of the underframe and/or superstructure shall be for the account of Lessee.

- (d) Notwithstanding anything contained in this Agreement to the contrary, Lessee, at its own expense, shall either replace or reimburse Lessor for the cost of replacing any appliance or removable part on the car when accepted by Lessee, if destroyed, damaged, lost, removed or stolen, unless other railroad companies transporting the car(s) have assumed full responsibility for such loss or damage or such loss or damage results from the gross negligence or wilful misconduct of Lessor, its agents or employees.
- (e) Any repairs performed to the cars by Lessee at Lessor's expense shall be at a labor rate not to exceed the prevailing AAR Labor Rate unless a different labor rate is mutually agreed upon in writing by the parties and payable to Lessee as per the terms of invoice. Should the AAR Mechanical Department inspect or investigate Lessee's maintenance facilities and determine that restitution is due owners of equipment repaired at Lessee's facilities, then Lessor shall be entitled to such restitution pursuant to Interchange Rule 120 for all equipment owned or managed by Lessor, including the cars, that were repaired at Lessee's facilities.
- (f) Upon thirty (30) days' written notice, Lessee shall deliver or cause to be delivered the cars to a point mutually agreed upon, along Lessee's normal transportation route, for the purpose of complying with any General Car Inspection (as defined below) requirements. Lessor shall also have the right at any reasonable time and without interfering with Lessee's business to perform any other General Car Inspection by its authorized representatives wherever they may be located for the purpose of complying with this Agreement. "General Car Inspections", for the purposes of this Agreement, means those periodic inspections required by AAR which are conducted by Lessor or Lessor's agent in performing Lessor's maintenance obligations hereunder, including FRA Inspections and any other inspections required by other regulatory agencies. "FRA Inspection", for purposes of this Agreement, means any inspection required by the Federal Railroad Administration pursuant to the Federal Railroad Freight Car Safety Standards set forth in Title 49 of the Code of Federal Regulations, Part 215.
- 8. <u>Damage, Loss or Destruction</u>. In the event any car is totally damaged or destroyed, the rental with respect to such car shall terminate upon receipt by Lessor of reimbursement for such car whether by settlement pursuant to the Association of American Railroads Rules ("AAR") of Interchange ("Interchange Rules") or otherwise. Lessor may, with the consent of Lessee, which shall not be unreasonably withheld, substitute for any such car another car of the same type, quality and capacity and the rental with respect to such substituted car shall commence upon delivery of such substituted car to Lessee.
- 9. Loss and Damage to Commodity. Lessor shall not be liable for any loss of or damage to commodities, or any part thereof, loaded or shipped in or on the cars, and Lessee agrees to assume financial responsibility for, to indemnify Lessor against, and to save it harmless from any such loss or damage.
- 10. <u>Indemnifications</u>. Lessee agrees to indemnify and hold Lessor harmless from and against any loss, liability, claim, damage, expense (including without limitation, the reasonable cost of investigating and defending against any claim for damages) fine or penalty arising out

of or in connection with (i) the use of the cars during the term of this Agreement (ii) any present or future applicable law, rule or regulation, including without limitation, common law and environmental law, arising from, asserted in connection with or otherwise related to the release, removal or disposition, whether intentional or unintentional, of any material from or placed in a car during the term of this Agreement (all such losses, claims, damages, expenses, costs, fines and penalties hereinafter called "Claims"); excepting, however, (i) any Claim which accrues with respect to any of the cars, which is attributable to the negligence or willful misconduct of Lessor, its agents or employees; or for which another railroad company or other railroad companies have assumed full responsibility, including investigating and defending against any claim for damages; and (ii) any Claim in the nature of Taxes, whether or not Lessee is required to indemnify therefor under Section 16 or 16A hereof, Lessee's entire obligation with respect to Taxes being fully set forth in such Section 16 and 16A.

- 11. Lettering and Marking. No lettering or marking of any kind shall be placed upon any of the cars by Lessee except with the prior written consent of Lessor.
- 12. <u>Load Limit</u>. Lessee agrees not to load any of the cars in excess of the load limit stenciled thereon.
- 13. <u>Demurrage</u>. Track Storage or Detention Charges. Lessee shall be liable for any demurrage, track storage or detention charge imposed in connection with any of the cars as well as loss of or damage to any car while on any private siding or track or on any private or industrial track or in the custody of any carrier not subject to the Association of American Railroads Rules for Interchange.
- 14. Transfer or Assignment. Other than in conjunction with a merger or consolidation, Lessee shall make no transfer or assignment of its interest under this Agreement in and to the cars without Lessor's prior written consent, except that Lessee may (i) sublease any of the cars to its customers consistent with its normal merchandising methods or (ii) sublease all of the cars leased hereunder to an affiliate (as defined under the Securities Act of 1933, as amended) of the Lessee, provided that Lessee shall notify Lessor, in writing, within 60 days of such transfer; provided further, however, that notwithstanding any such sublease, Lessee shall continue to remain liable to Lessor under all conditions and terms of this Agreement. No right, title, or interest in any of the cars shall vest in Lessee by reason of this Agreement or by reason of the delivery to or use by Lessee of the cars, except the right to use the cars in accordance with the terms of this Agreement.
- 15. Default. If Lessee shall fail to pay when due any rent hereunder after 10 days from the date of notice by Lessor of such failure, or fails to perform or to be diligently pursuing performance after 25 days from the date of notice by Lessor of such failure in the case of all other obligations hereunder, Lessor at its election may either (a) terminate this Agreement immediately and repossess the cars, or (b) withdraw the cars from the service of Lessee and deliver the same, or any thereof, to others upon such terms as Lessor may see fit. If Lessor shall elect to proceed in accordance with the immediately preceding sentence and if Lessor during the balance of the term of this Agreement shall fail to collect for the use of the cars a

sum at least equal to all unpaid rentals hereunder to the stated date of termination hereof plus an amount equal to all expenses of withdrawing the cars from the service of Lessee and collecting the earnings thereof, Lessee agrees to pay from time to time upon demand by Lessor the amount of any such deficiency as supported by the appropriate documentation. It is expressly understood that Lessor at its option may terminate this Agreement in the event that a petition in bankruptcy or a petition for a trustee or receiver be filed by or against Lessee or in the event that Lessee shall make an assignment for the benefit of creditors.

16. Taxes. (a) Lessee agrees to pay and to indemnify or reimburse Lessor for, all license fees and taxes including but not limited to sales, use, gross receipts, property, ad valorem, excise or similar taxes, together with any penalties, fines or interest thereon, imposed against Lessor, the Lessee, the Agreement or the cars or any item thereof by any Federal, state or local government or taxing authority in the United States upon or with respect to state or local government or taxing authority in the United States upon or with respect to the use, operation, possession or storage of the cars by the Lessee or upon or with respect to the rental paid hereunder (all such fees, taxes and penalties, and all interest imposed in connection therewith. being hereinafter called "Taxes"); provided, however, that Lessee's obligation hereunder shall not apply to: (i) any income, franchise or capital Taxes that are on or measured by net or gross income (including but not limited to any minimum or alternative minimum income taxes and any income taxes on or measured by items of tax preference), capital or net worth; (ii) Taxes arising with respect to (1) the purchase or other acquisition of the cars, any item thereof or any component part thereof (including, but not limited to, any Taxes based on or calculated by application to, in whole or in part, the purchase price of the cars), (2) a voluntary sale. assignment, transfer or other disposition of (A) the cars, any item thereof or any interest therein or (B) the Agreement, any Rider or any other related operative document or rights created thereunder, or (3) any sale, assignment, transfer or other disposition of (A) the cars, any item thereof or any interest therein or (B) the Agreement, any Rider or any other related operative document or rights created thereunder in connection with a bankruptcy or similar proceeding involving Lessor; (iii) with respect to each car, Taxes arising prior to the date of Lessee's acceptance of such car; (iv) Taxes related to any car in respect to any period after the expiration or early termination of the rental term applicable to such car; (v) Taxes which arise with respect to the gross negligence or willful misconduct of Lessor; (vi) any interest, penalties or additions to tax arising with respect to a failure by Lessor to file when due any report or return required thereof by any taxing authority or to a failure by Lessor to pay or remit any tax when due: (vii) any Taxes forming the basis of a claim or liability asserted for additional Taxes where Lessor failed to provide to Lessee, in accordance with Section 16(d) hereof, notice or copies of written information where such failure adversely affects the Lessee's ability to initiate or continue a contest of such claim or liability; (viii) Taxes collected by withholding pursuant to Section 1441 or 1442 of the Internal Revenue Code of 1986, as amended (hereinafter the "Code"); (ix) any value added Taxes enacted in lieu of net income taxes or any value added Taxes that are not creditable by Lessee against such value added Taxes owed by Lessee; or, (x) Taxes to the extent based on issues not directly related to the transactions contemplated by the Agreement, the applicable Rider or any other related operative document.

- (b) All reports and returns required to be filed with regard to Taxes shall be prepared and filed timely by the party required by the applicable taxing authority to file such reports and returns; provided, however, Lessee shall be responsible for reporting the cars for ad valorem property tax purposes in each applicable state or locality in the United States and the Lessor shall not include the cars in any ad valorem property tax or other similar tax returns filed by it in such states or localities. With respect to its purchase or other acquisition of any car, Lessor shall deliver timely to the manufacturer of such car a properly completed and validly executed resale certificate or other applicable sales or use tax exemption certificate for the applicable state taxing authority. If Lessor, as a prerequisite to delivering such certificates, is required to register with an applicable taxing authority, Lessor shall register timely with that taxing authority.
- (c) All payments of Taxes to be made by Lessee pursuant to this Section 16 shall be made no later than the date on which Lessor must pay such Taxes and shall be made directly to Lessor except to the extent paid by Lessee to a governmental taxing authority. Any payment by Lessee to a governmental taxing authority in satisfaction of Taxes for which Lessee has a payment obligation under this Section 16 shall be given full credit against Lessee's obligations hereunder to the extent that such payment discharges Lessor's legal obligation to pay such Taxes.
- (d) If any claim is made or liability asserted, by commencement of proceedings against Lessor or otherwise, for any Taxes as to which Lessee may have a payment. reimbursement or indemnification obligation pursuant to this Section 16, Lessor shall notify Lessee of such claim or liability in writing within 10 days of Lessor's receipt of such claim or asserted liability and shall furnish promotly to the Lessee copies of the claim or notice of liability and all other writings received from the applicable taxing authority. Provided there is a reasonable basis, as defined in ABA formal opinion 85-352, for contesting such claim or liability. Lessee may at its expense and without reimbursement from Lessor, in good faith and by appropriate legal or administrative proceedings, contest such asserted claim or liability. Any contest conducted pursuant to this Section 16(d) may be conducted by the Lessee either on its own behalf or, if required by the applicable taxing authority, in Lessor's name on Lessor's behalf. If any such contest is conducted in Lessor's name and on Lessor's behalf. Lessee shall advise Lessor of all action taken or proposed to be taken by the applicable taxing authority and of all action to be taken or proposed to be taken by the applicable taxing authority and of all action to be taken by Lessee, and shall permit Lessor upon request reasonable opportunity to review the contents of all documentation proposed to be submitted. If Lessor reasonably believes that any such documentation is frivolous or fraudulent, then GE shall have the right to require such modifications to the documentation as it shall reasonably deem necessary prior to Notwithstanding anything to the contrary in Section 16(c) above, any contest conducted pursuant to this Section 16(d) may, in the Lessee's discretion, be conducted by paying the Taxes at issue and seeking a refund of such taxes or by resisting payment of such taxes. Lessor shall cooperate in good faith with Lessee with regard to any contest conducted pursuant to this Section 16(d).

- (e) The survival of this indemnity shall continue in full force and effect, notwithstanding the expiration or termination of the Agreement, any applicable Rider or any related operative document.
- (f) The provisions of this Section 16 shall be binding upon, inure to the benefit of, and be enforceable by the Lessee, Lessor and their respective successors and assigns.
- 16.A. Federal Income Taxes. (a) Lessee will take no action that would cause any car to be "used predominantly outside the United States" within the meaning of section 168(g)(1)(A) and (4)(B) of the Code. Notwithstanding the proviso set forth in Section 16(a)(i), if as a direct result of Lessee's violation of the restriction set forth in the preceding sentence, it is validly determined that Lessor shall lose, shall not have, shall suffer a disallowance of, or shall not claim depreciation deductions with respect to any car as permitted for "7-year property" pursuant to Section 168(b)(1)(A) of the Code, then Lessee shall pay to the Lessor as an indemnity Federal income taxes, on an after tax basis, directly resulting from such violation taking into account any offsetting Federal income tax savings realized or to be realized by Lessor. At Lessee's election, any indemnification payment under this Section 16A may be made as a lump-sum payment or as an adjustment to rentals due under this Agreement. Lessee shall not be responsible for and shall not indemnify Lessor with respect to any Federal income taxes other than as expressly set forth in this Section 16A.
- (b) If the Internal Revenue Service shall propose an adjustment in the income taxes of Lessor in writing for which the Lessee may be required to indemnify Lessor pursuant to Section 16(A)(a), Lessor shall notify Lessee of such proposed adjustment in writing within ten (10) days of its receipt thereof and shall furnish to the Lessee copies of the applicable claim or notice and all other writing received from the Internal Revenue Service. If requested by Lessee in a written request received by Lessor within thirty (30) days after Lessee's receipt of written notice from Lessor pursuant to the preceding sentence. Lessor shall contest the proposed adjustment; provided, however, such contest may only be conducted if there is a reasonable basis, as defined in ABA formal opinion 85-352, for contesting such proposed adjustment. The Lessee shall have the right to participate in such contest, including, without limitation, the right. to the extent permitted by law and only for discussions relating to any adjustment which the Lessor is contesting at the Lessee's request, to attend governmental or judicial conferences concerning such adjustment and the right to review and approve all submissions to any governmental or other authority relating to such adjustment. The Lessor shall not discriminate against any such adjustment as compared with other adjustments involving potential tax liability of the Lessor, and shall not, without Lessee's consent, settle any such adjustment. The Lessor shall keep the Lessee informed and consider suggestions from the Lessee concerning the nature of all action to be taken, including, without limitation, decisions regarding (i) whether any action shall initially be by way of judicial or administrative proceedings, or both, (ii) whether any such matter shall be contested by resisting payment thereof, or by paying the same and seeking refund thereof (provided that Lessee shall be solely responsible for funding any such payment and agrees to do so upon the request of Lessor) and (iii) if the Lessor shall undertake judicial action with respect to such matter, the court or other judicial body before which action shall be commenced. At any time, whether before or after commencing to take any action set forth in

this section. Lessor may decline to take any action with respect to all or any portion of a proposed adjustment by notifying Lessee in writing that Lessee is relieved of its obligation to indemnify Lessor with respect to the portion of the adjustment as to which action was declined.

16.B. <u>Tax Notices</u>. All notices to be sent to Lessee under Section 16 or 16A shall be sent by overnight mail to the following address:

Southern Pacific Transportation Company
One Market Plaza
Southern Pacific Building, Room 250
San Francisco, CA 94105
Attn: Assistant Vice President and Counsel - Taxes
Facsimile No. (415) 541-1075

- 17. Lessor Liens and Encumbrances. It is understood that some of the cars furnished Lessee under this Agreement and Lessor's rights under this Agreement may at the time of delivery to Lessee or at some future time during the term of this Agreement be subject to the terms of a Mortgage, Deed of Trust, Equipment Trust, Lease, Pledge or Assignment or similar security arrangement. Lessee agrees that the cars may be stenciled or marked at Lessor's expense and at Lessee's reasonable convenience to set forth the ownership of any such cars in the name of a mortgagee, trustee, pledgee, assignee or security holder. As to the cars subject hereto, this Agreement and the rentals hereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior lien from time to time on each car as determined with reference to the filings with the Interstate Commerce Commission or its successors; however, until notified to the contrary by any person reasonably proving to the Lessee's satisfaction that he is the assignee of this Agreement or the rentals hereunder, the Lessee is to pay all rentals to the order of Lessor. Lessee hereby consents to and accepts such assignments. Lessee agrees that no claim or defense which Lessee may have against Lessor shall be asserted or enforced against any assignee of this Agreement.
- 18. Expiration or Other Termination. (a) Upon the termination of each rider, Lessee agrees, subject to the provisions of Section 8 above, to return the cars to Lessor at a point or points mutually agreed to by Lessor and Lessee (i) in the same or as good condition as received, ordinary wear and tear excepted, (ii) free from all charges and liens which may result from any act or default of Lessee, (iii) in a condition which would not otherwise constitute a "cause for attention" as defined in the Field Manual of the AAR, then in effect, (iv) free from any defects as defined under the rules and regulations then promulgated by the FRA and free from any material corrosion and abrasion damage, (v) with no missing parts, (vi) without any Interchange Rule 95 damage, (vii) suitable for loading, transportation and unloading and, if applicable, any outlet gates must be recycled at termination inspection and all door hatch systems must be fully operational and without leaks, (viii) clean, (ix) free from "wrong repairs" as defined in the Interchange Rules and (x) the wheels on each car shall be in serviceable condition and shall average not less than 18/16 in rim thickness.

If any car is not returned to Lessor in the condition required by the immediately preceding sentence. Lessee shall reimburse Lessor for any expense reasonably incurred by Lessor in bringing such car in compliance with such preceding sentence. If a returned car is not clean, Lessor shall have the right to return to Lessee, at Lessee's expense, any material removed from said cars (whether at termination or during the term of each rider). As an alternative, Lessee may, at Lessee's expense, request that Lessor return the cars to Lessee prior to cleaning It is understood that rental shall continue until such cars are returned to Lessor empty in compliance with this Section 18 at the termination of each rider. It is understood and agreed that Lessee's obligation to pay rental under each rider with respect to each of said cars will be deemed to have terminated on the later of the expiration date of the rider or the date said cars are returned to Lessor in accordance with this Section 18. If any car is not redelivered to Lessor in accordance with this Section 18 within 30 days after the date on which the term ends. Lessee shall pay rental for each day that each car is not delivered as required herein or until each car is delivered in the condition required, at a rate equal to one hundred twenty five percent (125%) for the first 30 days after the initial 30 day grace period, one hundred fifty percent (150%) for the next 30 days, and one hundred seventy five percent (175%) thereafter of the rate in effect just prior to such term's end. Notwithstanding the exception to ordinary wear and tear, if, during the term hereof, any of the cars or any components or appurtenances thereto shall be unduly and materially damaged, destroyed or depreciated in value or condition due to the corrosive or other damaging effect of any substance carried therein or thereon (whether or not such damage was foreseeable), Lessee will reimburse Lessor promptly for such damage, loss or expense suffered by Lessor as a consequence thereof.

- (b) Unless Lessor shall be in default hereunder Lessee shall remark each car as directed by Lessor prior to returning such car to Lessor at no cost to Lessor. Remarking, with respect to each car, shall include the following: (i) removal of existing mandatory markings and all company logos of Lessee; (ii) complete cleaning of the area where new marks are to be placed subsequent to the removal of marking and company logos as designated by Lessor; (iii) application of new mandatory markings and AEI tags, if applicable; and (iv) any transportation involved in moving each car to and from a suitable work area to perform the remarking set forth in this Section.
- 19. Storage. At the end of the lease term or renewal thereof, Lessee agrees to store cars on Lessee's lines for 90 days at no cost to Lessor and subsequently to move cars once to a mutually agreed upon interchange point off Lessee's lines.
- 20. Mandated Modifications. In the event the U.S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that Lessor add, modify or in any manner adjust the cars subject to this Agreement in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.40 per car for each \$100 expended by Lessor on such car, or such other monthly charge in lieu thereof, as may be provided for Modifications in any rider hereto, in any case effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for

any Modifications if performed by Lessee. However, should Lessor perform such modifications Lessee shall be entitled to rental credits after car has remained in shop for 30 days. In the event Lessor in its sole discretion determines prior to making any Modifications that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and Lessor elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modifications, the rental with respect to such car shall terminate upon the date specified in writing by Lessor, provided that such date must be prior to the date the Modification is so required to be made.

- 21. Successors. This Agreement shall be binding upon the parties hereto, their respective successors, permitted assigns and legal representatives, and shall remain in full force and effect from the date hereof until the completion of the leasing arrangement shown on attached riders of the last car's hereunder, and all such car's are returned to Lessor.
- 22. <u>Financial Information</u>. Lessee will furnish Lessor with, upon Lessor's written request such balance sheets of Lessee, consolidated statements of income and statements of changes in financial position of Lessee, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a consistent basis except as otherwise disclosed, and certified as complete and correct, subject to changes resulting from audit and year-end adjustments, by the principal financial officer of Lessee as requested by Lessor.
- 23. Governing Law. This Agreement is made and entered into in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. The venue of any legal action under this Lease shall be in the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in two counterparts (each of which shall be deemed an original) the day and year first above written.

LESSOR:

GENERAL ELECTRIC RAILCAR SERVICES

CORPORATION.

Ву:\_\_\_\_

LESSEE:

SOUTHERN PACIFIC TRANSPORTATION COMPANY

Rv.

Its:

I:\users\lob\sp4.agr February 7, 1996

Page 10

#### RIDER NO. 22

## under RAIL CAR NET LEASE AGREEMENT 8068-01

This Rider ("Rider") is made by and between Union Pacific Railroad Company ("Lessee") and General Electric Railear Services Corporation ("Lessor") and hereby incorporates by reference Rail Car Net Lease Agreement 8068-01 dated February 2, 1996 by and between Lessee, as successor in interest to Southern Pacific Transportation Company, and Lessor (the "Master Lease"). Notwithstanding Section 1 of the Master Lease, this Rider shall not be added to the terms of the Master Lease, but rather the Master Lease (without any other documentation added pursuant to Section 1 of the Master Lease) is incorporated herein, and by such incorporation hereby constitutes a separate agreement. The use of the terms "Car" or "Cars" shall mean the railcars identified on the list attached hereto. The cars described herein shall be subject to the terms and conditions of the Master Lease and this Rider during the term of use and for the rental set forth below:

Number of Cars Six hundred thirty three (630) (See cubic ft. covered Exhibit 1)  Exhibit 1)  Exhibit 286,000-lb gross loading capacity	2006	March 31, 2015
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The term of the lease hereunder with respect to the Cars shall be effective on the effective date specified in the table above (the "Effective Date"). Lessee's obligation to pay rent under this Rider with respect to each of the Cars will continue for any Car through the later of the maturity date specified in the table above or the date such Car is returned to and is accepted by Lessor as provided herein. Lessee has been leasing the Cars from Lessor pursuant to Rider No. 1 dated February 19, 1996 between Lessee, as successor in interest to Southern Pacific Transportation Company, and Lessor, as incorporated in the Master Lease (the "Past Rider"). Effective from and after the Effective Date, neither Lessor nor Lessee shall accrue any further obligation under the Past Rider or the Master Lease (except to the extent incorporated herein as provided above) with respect to the Cars, including without limitation Lessee's obligations to continue to pay rent and to return the Cars as provided therein; provided, that (a) the Past Rider shall continue in full force and effect with respect to the railcars subject thereto other than the Cars and (b) nothing herein shall waive any obligation to pay rent or otherwise of either party hereto accruing with respect to the Cars in the period prior to the Effective Date, including without limitation Lessee's obligation thereunder to indemnify with respect to events prior to the Effective Date. Lessee acknowledges and accepts delivery of the Cars and waives any right it may have under this Rider to reject the Cars.

To the extent required by DOT and AAR standards, Lessee shall not use the cars to transport or store any substances, materials or goods which the cars are not designated to accept.

Lessee shall be responsible for maintenance of the Cars in accordance with Section 7 of the Master Lease.

It is understood that Lessee has the option to purchase all, but not less than all, of the cars in this Rider, on March 31, 2015, at the then fair market value ("FMV"), as agreed to by the Lessor and Lessee. Such purchase shall be on an "AS-IS, WHERE-IS" basis.

It is further understood that Lessee has the option to renew the cars in this Rider at the fair market rental in effect on March 31, 2015.

Not more than 180 days and not less than 120 days prior to the lease termination date, Lessor shall notify Lessee as to Lessor's determination of FMV. To the extent Lessor and Lessee do not agree on the FMV by 90 days prior to the lease termination date, an independent third party appraiser (agreed upon by Lessor and Lessee) shall establish the FMV. After such appraiser has made his determination, Lessee shall have until 60 days prior to the lease termination date to advise Lessor of its decision to purchase, renew, or return such units.

Dated as of September 1, 2006.

LESSOR:

GENERAL ELECTRIC RAILCAR SERVICES

CORPORATION

Vice President

LESSEE:

UNION PACIFIC RAILROAD COMPANY

Its: 🔍 ı

Schlor I Wager C

# SCHEDULE 2 TO THE MEMORANDUM OF ASSIGNMENT OF LEASE

### **EQUIPMENT**

630,	5,127 cu	bic ft. covere	d hopper railca	rs bearing t		oad marks and	numbers:	
Unit	Car	Car	Unit	Car	Car	Únit	Car	Car
Count	<u>Mark</u>	Number	Count	<u>Mark</u>	<u>Number</u>	<u>Count</u>	<u>Mark</u>	Number
1	CTRN	100075	50	CTRN	100190	100	CTRN	100262
2	CTRN	100079	51	CTRN	100191	101	CTRN	100263
3	CTRN	100082	52	CTRN	100192	102	CTRN	100264
4	CTRN	100084	53	CTRN	100193	103	CTRN	100268
5	CTRN	100090	54	CTRN	100194	104	CTRN	100269
6	CTRN	100092	55	CTRN	100195	105	CTRN	100270
7	CTRN	100096	56	CTRN	100196	106	CTRN	100271
8	CTRN	100097	57	CTRN	100197	107	CTRN	100272
9	CTRN	100106	58	CTRN	100198	108	CTRN	100274
. 10	CTRN	100107	59	CTRN	100199	109	CTRN	100276
11	CTRN	100110	60	CTRN	100200	110	CTRN	100277
12	CTRN	100117	61	CTRN	100202	111	CTRN	100278
13	CTRN	100118	62	CTRN	100203	, 112	CTRN	100279
14	CTRN	100120	63	CTRN	100204	113	CTRN	100280
15	CTRN	100124	64	NAHX	100207	114	CTRN	100285
16	CTRN	100125	65	CTRN	100208	115	CTRN	100286
17	CTRN	100128	66	CTRN	100210	116	CTRN	100287
18	CTRN	100129	67	CTRN	100213	117	CTRN	100291
19	CTRN	100130	68	CTRN	100214	118	CTRN	100293
20	CTRN	100133	69	CTRN	100216	119	CTRN	100295
21	CTRN	100135	70	CTRN	100218	120	CTRN	100300
22	CTRN	100137	71	CTRN	100219	121	CTRN	100304
23	CTRN	100138	72	CTRN	100223	122	CTRN	100305
24	CTRN	100140	73	CTRN	100225	123	CTRN	100310
25	CTRN	100143	74	CTRN	100226	124	CTRN	100310
26	CTRN	100145	75	CTRN	100228	125	CTRN	100311
. 27	CTRN	100146	76	CTRN	100229	126	CTRN	100312
28	CTRN	100147	77	CTRN	100223	127	CTRN	100314
2 <del>0</del> 2 <del>9</del>	CTRN	100147	. 78	CTRN	100230	128	CTRN	100317
2 <del>9</del> 30	CTRN	100149	. 78	CTRN	100231	129	CTRN	100318
31		100149	80	CTRN	100232	130	CTRN	100319
32	CTRN	100152	81	CTRN	100234	131	CTRN	100320
33	CTRN	100153	82	CTRN	100235	132	CTRN	
33 34	CTRN	100155	83	CTRN	100236	133	CTRN	100324 100331
	CTRN		84	CTRN	100239	134	CTRN	
35		100158 100159		CTRN	100241	135	CTRN	100332 100335
36	CTRN		85	CTRN	100243			
37	CTRN	100162	86 87		100244	136	CTRN	100337
38	CTRN	100164	88	CTRN CTRN	100247	137	CTRN	100339
39	CTRN	100175				138	CTRN	100340
40	CTRN	100177	89	CTRN	100249	139	CTRN	100345
41	CTRN	100178	90	CTRN	100250	140	NAHX	100346
42	CTRN	100179	91	CTRN	100251	141	CTRN	100347
43	CTRN	100180	92	CTRN	100252	142	CTRN	100348
44	CTRN	100181	93	CTRN	100253	143	CTRN	100350
45	CTRN	100182	94 05	CTRN	100254	144	CTRN	100351
46	CTRN	100183	95 oc	CTRN	100255	145	CTRN	100352
47	CTRN	100186	96	CTRN	100256	146	CTRN	100353
48	CTRN	100187	97	CTRN	100258	147	CTRN	100359
49	CTRN	100188	98	CTRN	100260	148	CTRN	100360
			99	Schedule 1	1-2 100261			

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Unit	Car	Car		Unit	Car	Car	Unit	Car	Car
Count	<u>Mark</u>	<u>Number</u>		<u>Count</u>	<u>Mark</u>	<u>Number</u>	Count	<u>Mark</u>	Number
149	CTRN	100361		199	CTRN	100451	249	CTRN	100524
150	CTRN	100362		200	CTRN	100452	250	CTRN	100526
151	CTRN	100364		201	CTRN	100453	251	CTRN	100530
152	CTRN	100365		202	CTRN	100455	252	CTRN	100531
153	CTRN	100366		203	CTRN	100456	253	CTRN	100532
154	CTRN	100369		204	CTRN	100458	254	CTRN	100534
155	CTRN	100371		205	CTRN	100459	255	CTRN	100537
156	· CTRN	100373		206	CTRN	100461	256	CTRN	100538
157	CTRN	100376	•	207	CTRN	100462	257	CTRN	100540
158	CTRN	100378		208	CTRN	100463	258	CTRN	100542
159	CTRN	100379		209	CTRN	100464	259	CTRN	100544
160	CTRN	100381		210	CTRN	100465	260	CTRN	100547
161	CTRN	100382		211	CTRN	100467	261	CTRN	100549
162	CTRN	100383		212	CTRN	100468	262	CTRN	100551
163	CTRN	100384		213	CTRN	100469	263	CTRN	100552
164	CTRN	100386		214	CTRN	100470	264	CTRN	100553
165	CTRN	100387		215	CTRN	100471	265	CTRN	100555
166	CTRN	100388		216	NAHX	100472	266	CTRN	100556
167	CTRN	100389		217	CTRN	100474	267	CTRN	100558
168	CTRN	100390		218	CTRN	100475	268	CTRN	100561
169	CTRN	100392		219	CTRN	100476	269	CTRN	100562
170	CTRN	100393		220	CTRN	100477	270	CTRN	100563
171	CTRN	100395		221	CTRN	100478	271	CTRN	100564
172	CTRN	100396		222	CTRN	100479	272	CTRN	100567
173	CTRN	100397		223	CTRN	100480	273	CTRN	100568
174	CTRN	100399	• .	224	CTRN	100481	274	CTRN	100569
175	CTRN	100402		225	CTRN	100483	275	CTRN	100571
176	CTRN	100404		226	CTRN	100486	276	CTRN	100572
177	CTRN	100405		227	CTRN	100487	277	CTRN	100573
178	NAHX	100407		228	CTRN	100489	278	CTRN	100576 `
179	CTRN	100408		229	CTRN	100490	279	CTRN	100577
180	CTRN	100409		230	CTRN	100492	280	CTRN	100579
181	CTRN	100410		231	CTRN	100493	281	CTRN	100581
182	CTRN	100412		232	CTRN	100494	282	CTRN	100582
183	CTRN	100413		233	CTRN	100495	283	. CTRN	100583
184	CTRN	100415		234	CTRN	100497	284	CTRN	100584
185	CTRN	100416		235	CTRN	100498	285	CTRN	100585
186	CTRN	100420		236	CTRN	100500	286	CTRN	100586
187	CTRN	100422		237	CTRN	100503	287	CTRN	100587
188	CTRN	100425		238	CTRN	100505	288	CTRN	100591
189	CTRN	100426		239	CTRN	100506	289	CTRN	100592
190	CTRN	100427		240	CTRN	100507	290	CTRN	100594
191	CTRN	100429		241	CTRN	100509	291	CTRN	100596
192	CTRN	100432		242	CTRN	100511	292	CTRN	100597
193	CTRN	100437		243	CTRN	100512	293	CTRN	100598
194	CTRN	100439		244	CTRN	100517	294	CTRN	100600
195	CTRN	100443		245	CTRN	100518	295	CTRN	100601
196	CTRN	100444		246	CTRN	100520	296	CTRN	100604
197	CTRN	100445		247	CTRN	100521	297	CTRN	100605
198	CTRN	100449		248	CTRN	100522	298	CTRN	100607

Unit	Car	Car		Unit	Car	Car	ı	Jnit	Car	Car
Count	<u>Mark</u>	<u>Number</u>		Count	<u>Mark</u>	Number	c	ount	<u>Mark</u>	Number
299	CTRN	100608		349	CTRN	100708	_ ;	399	CTRN	100760
300	CTRN	100609		350	CTRN	100709		400	CTRN	100761
301	CTRN	100611		351	CTRN	100710		401	CTRN	100762
302	CTRN	100613		352	CTRN	100711	,	402	CTRN	100763
303	CTRN	100614		353	CTRN	100712		403	CTRN	100764
304	CTRN	100616		354	CTRN	100713		404	CTRN	100765
305	CTRN	100619		355	CTRN	100714	•	405	CTRN	100766
306	CTRN	100623		356	CTRN	100715		406	CTRN	100767
307	CTRN	100626		357	CTRN	100716		407	CTRN	100768
308	CTRN	100628		358	CTRN	100717		408	CTRN	100769
309	CTRN	100631		359	CTRN	100718		409	CTRN	100770
310	CTRN	100633		360	CTRN	100719		410	CTRN	100771
311	CTRN	100634		361	CTRN	100720		411	CTRN	100773
312	CTRN	100637		362	CTRN	100721		412	CTRN	100774
313	CTRN	100639		363	CTRŅ	100722		413	CTRN	100775
314	CTRN	100640		364	CTRN	100724	·	414	CTRN	100776
315	CTRN	100643		365	CTRN	100725		415	CTRN	100777
316	CTRN	100645		366	CTRN	100726		416	CTRN	100778
317	CTRN	100650	•	367	CTRN.	100727		417	CTRN	100779
318	CTRN	100651		36 <b>8</b>	CTRN	100728		418	CTRN	100780
319	CTRN	100652		369	CTRN	100729		419	CTRN	100781
320	CTRN	100656		370	CTRN	100730		420	CTRN	100782
321	CTRN	100657		371	CTRN	100731		421	CTRN	100783
322	CTRN	100659		372	CTRN	100732		422	CTRN	100784
323	CTRN	100664		373	CTRN.	100733 .		423	CTRN	100785
324	CTRN	100665		374	CTRN	100734		424	CTRN	100786
325	CTRN	100666		375	CTRN	100735		425	CTRN	100787
326	CTRN	100667		. 376	CTRN	100737		426	CTRN	100788
327	CTRN	100669		377	CTRN	100738		427	CTRN	100789
<sup>2</sup> 328	CTRN	100671		378	CTRN	100739		428	CTRN	100790
329	CTRN	100672		379	CTRN	100740		429	CTRN	100791
330	CTRN-	100679		380	CTRN	100741	•	430	CTRN	100792
331	CTRN	100680		381	CTRN	100742		431	CTRN	100793
332	CTRN	100683		382	CTRN	100743		432	CTRN	100794
333	CTRN	100684		383	CTRN	100744		433	CTRN	100795
334	CTRN	100685		384	CTRN	100745		434	CTRN	100796
335	CTRN	100687	•	385	CTRN	100746		435	CTRN	100797
336	CTRN	100690		386	CTRN	100747		436	CTRN	100798
337	CTRN	100691	•	387	CTRN	100748		437	CTRN	100799
338	CTRN	100692		388	CTRN	100749		438	CTRN	100800
339	CTRN	100694		389	CTRN	100750		439	CTRN	100801
340	CTRN	100695		390	CTRN	100751		440	CTRN	100802
341	CTRN	100698		391	CTRN	100752	•	441	CTRN	100803
342	CTRN	100701		392	CTRN	100753		442	CTRN	100804
343	CTRN	100702	-	393	CTRN	100754		443	CTRN	100805
344	CTRN	100703		394	CTRN	100755		444	CTRN	100806
345	CTRN	100704		395	CTRN	100756		445	CTRN	100807
346	CTRN	100705		396	CTRN	100757		446	CTRN	100808
347	CTRN	100706		397	CTRN	100758		447	CTRN	100809
348	CTRN	100707		398	CTRN	100759		448	CTRN	100810
							*			

Umit	Car	Car		Unit	Car	Car	Unit	Car .	Car
Unit Cou <u>nt</u>	<u>Mark</u>	Number	•	Count	<u>Mark</u>	Number	Count	Mark	Number
449	CTRN	100811		499	CTRN	100864	549	CTRN	100915
450	CTRN	100812		500	CTRN	100865	550	CTRN	100916
451	CTRN	100813		501	CTRN	100866	551	CTRN	100917
452	CTRN	100814		502	CTRN	100867	552	CTRN	100918
453	CTRN	100815		503	CTRN	100868	553	CTRN	100919
454	CTRN	100816		504	CTRN	100869	554	CTRN	100920
455	CTRN	100817		505	CTRN	100870	555	CTRN	100921
456	CTRN	100818		506	CTRN	100871	556	CTRN	100922
457	CTRN	100819		507	CTRN	100872	557	CTRN	100923
458	CTRN	100820		508	CTRN	100873	. 558	CTRN	100924
459	CTRN	100821		509	CTRN	100874	559	CTRN	100925
460	CTRN	100822		510	CTRN	100875	560	CTRN	100926
461	CTRN :	100823		511	CTRN	100876	561	CTRN	100927
462	CTRN	100824		512	CTRN	100877	562	CTRN	100928
463	CTRN	100825		513	CTRN	100878	563	CTRN	100929
464	CTRN	100826		514	CTRN	100879	564	CTRN	100930
465	CTRN	100827		515	CTRN	100880	565	CTRN	100931
466	CTRN	100828		516	CTRN	100881	566	CTRN	100933
467	CTRN	100829		517	CTRN	100882	567	CTRN	100934
468	CTRN	100830		518	CTRN	100883	568	CTRN	100935
469	CTRN	100831		519	CTRN	100884	569	CTRN	100937
470	CTRN	100832		520	CTRN	100885	570	CTRN	100938
471	CTRN	100833		521	CTRN	100886	571	CTRN	100939
472	CTRN	100834	e 1 57	522	CTRN	100887	572	CTRN	100940
473	CTRN	100835		523	CTRN	100888	573	CTRN	100941
474	CTRN	100836	•	524	CTRN	100889	574	CTRN	100942
475	CTRN	100837		525	CTRN	100890	575	CTRN	100943
476	CTRN	100838		526	CTRN	100891	576	CTRN	100944
477	CTRN	100839		527	CTRN	100892	577	CTRN	100945
478	CTRN	100840		528	CTRN	100893	578	CTRN	100946
479	CTRN	100841		529	CTRN	100894	<b>579</b> .	CTRN	100947
480	CTRN	100842		530	CTRN	100895	580	CTRN	100948
481	CTRN	100843		531	CTRN	100896	581	CTRN	100949
482	CTRN	100845		532	CTRN	100897	582	CTRN	100950
483	CTRN	100846		533	CTRN	100898	583	CTRN	100951
484	CTRN	100847		534	CTRN	100899	584	CTRN	100952
485	CTRN	100848		535	CTRN	100900	585	CTRN	100953
486	CTRN	100850		536	CTRN	100901	586	CTRN	100954
487	CTRN	100851		537	CTRN	100902	587	CTRN	100955
488	CTRN	100852		538	CTRN	100903	588	CTRN	100956
489	CTRN	100853		539	CTRN	100904	589	CTRN	100957
490	CTRN	100854		540	CTRN	100905	590	CTRN	100958
491	CTRN	100855		541	CTRN	100906	591	CTRN	100960
492	CTRN	100856		542	CTRN	100907	592	CTRN	100961
493	CTRN	100857		543	CTRN	100908	593	CTRN	100962
494	CTRN	100858		544	CTRN	100909	594	CTRN	100963
495	CTRN	100859		545	CTRN	100911	595	CTRN	100964
496	CTRN	100860		546	CTRN	100912	596	CTRN	100965
497	CTRN	100862		547	CTRN	100913	597 598	CTRN CTRN	100966 <b>1</b> 00967
498	CTRN	100863		548	CTRN	100914	290	CIRIV	100807

Unit	Car	Car .
Count	<u>Mark</u>	Number
599	CTRN	100969
600	CTRN	100970
601	CTRN	100971
602	CTRN	100972
603	CTRN	100973
604	CTRN	100974
605	CTRN	100975
606	CTRN	100976
607	CTRN	100977
608	CTRN	100978
609	CTRN	100979
610	CTRN	100980
611	CTRN	100981
612	CTRN	100982
613	CTRN	100983
614	CTRN	100984
615	CTRN	100985
616	CTRN	100986
617	CTRN	100987
618	CTRN	100988
619	CTRN	100989
620	CTRN	100990
621	CTRN	100991
622	CTRN	100992
623	CTRN	100993
624	CTRN	100994
625	CTRN	100995
626	· CTRN	100996
627	CTRN	100997
628	CTRN	100998
629	CTRN	100999
630	CTRN	101000